EXHIBIT 2-B

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To: Jennifer MacMillan, Photo Editor
John Wiley & Sons
6th Floor Photo Dept.
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New York, NY 10158-0012

212-850-6359

Editor:

Jennifer MacMillan, Photo Editor

Date

6/14/2002

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To: Sara Wright, Photo Editor John Wiley & Sons 111 River Street Hoboken, NJ 07030

201-748-6773

Editor:

Sara Wright, Photo Editor

Date

8/14/2002

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846784	(H) (P-61) CHARLES RIVER, MA., PURPLE LOOSESTRIFE IN BLOOM (1/4 PG PICKU	Stephen G. Maka	\$135.00
112571	(H) (P-66) JOSHUA TREE, ROCK, & LANDSCAPE, JOSHUA TREE N.M.	1/4 PG PICKU	Stephen J. Krasemann	\$135.00
211122	(V) (P-67) BRITTLEBUSH, SAGUARO, AND MOON /TONTO N.F., AZ. (A	1/4 PG PICKU	Kim Heacox	\$135.00
230738	(H) (P-88) ELEPHANT SEAL PUP ON BEACH, FALKLAND ISLANDS	1/4 PAGE	Wayne Lynch	\$180.00
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235414	(V) (P-141B) MONARCH BUTTERFLY HANGING FROM PLANT	1/4 PAGE	Bob Gurr	\$180.00
169212	(H) (P-148) WATER TUPELO AND BALD CYPRESS WOODS, LAKE CH	1/4 PAGE	Larry Ulrich Stock Photo.,Inc.	\$180.00
162402	(V) (P-171) HAWAIIAN NENE GOOSE	1/4 PAGE/CO	Stephen J. Krasemann	\$225.00
126182	(H) (P-184) COWBOYS HERDING BISON IN ROUNDUP ON NATIONAL	1/4 PAGE	Tom Bledsoe / Shelly Zimmerma	\$180.00
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848535	(H) (P-195) ROCKY MT. BIGHORN RAM & EWE ON MOUNTAINSIDE C	1/4 PG PICKU	Tom & Pat Leeson	\$135.00
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- This agreement is not assignable or transferable on the part of the Recipient.
- This contract contains all the terms of the agreement between DRK PHOTO and Recipient concerning delivery and review of images, and no terms and conditions may be added or deleted unless made in writing and signed by both DRK PHOTO and Recipient. These terms and the terms of any subsequent invoice supercede any and all terms of the Client's purchase order. Any subsequent invoice DRK PHOTO may issue may contain additional terms relating to the rights granted and the type of use allowed. Time is of the essence in the performance by Recipient of its obligations and return of images hereunder. No rights are granted until payment is made to DRK PHOTO even though Recipient has received an invoice.
- Payment herein is to be net thirty (30) days. A service charge of two (2%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms must be made to DRK PHOTO within ten (10) days after receipt of invoice. In the event that any images are used by Recipient in publications, then Recipient shall send to DRK PHOTO, on a semi-annual basis (June 30 and December 31) a certified statement setting forth the total number of sales, subcontracts, adaptations, translations and any other uses. Recipient shall provide DRK PHOTO with two (2) free copies of such publication immediately upon printing.
- With all transactions in which payment is received in the form of royalties DRK PHOTO and/or its duly authorized representative shall have the right at any time and without limitation to check, inspect, and audit the Client's books, records, and accounts in order to verify or clarify any and all such statements, accountings, and payments. The expense of such examination shall be borne by DRK PHOTO unless errors of accounting amounting to five (5%) percent or more of the total sums paid or payable to DRK PHOTO shall be found to its disadvantage, in which case the expense of such examination shall be borne by the Client.
- Rights are being reserved to Recipient when an invoice is created. If Recipient does not use the invoiced image it must notify DRK PHOTO within five (5) days from receipt of the invoice. If Recipient fails to do so, it is responsible for full payment of the invoice.
- Images used editorially should bear a credit line as indicated by DRK PHOTO. DRK PHOTO reserves the right to charge a treble fee for use without a credit. Recipient must register copyright in their name to afford protection to the image. Such copyright shall be immediately reassigned upon request, without charge.
- All rights not specifically granted herein to recipient are reserved for DRK PHOTO's use and disposition without any limitations whatsoever.
- Recipient agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same. Objection to any terms must be made in writing within ten (10) days.

DISPUTES OR CLAIMS ARISING OUT OF SUBMISSION AND/OR USE.

- Any and all disputes, with the exception of copyright claims, under or in connection with this agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in Arizona pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of Arizona.
- If Recipient of this contract is an agent for or an employee of a non-US company but operates in a place of business in the United States or its territories, said Recipient expressly agrees that any disputes regarding this contract shall be adjudicated within the United States in the manner described here.
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75-3 Filed 06/28/13 Page 14 of 18 INVOICE

9040

Jennifer MacMillan John Wiley & Sons 111 River Street Hoboken, NJ 07030

201-748-6359

Editor:

Jennifer MacMillan

Date

2/4/2005

P.O. No.

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DRK PHOTO Terms and Conditions of Use Submission Form Document 75-3 Filed 06/28/13 Page 15 of 18

Submission of images for examination or use is conditioned upon the Recipient agreeing to all the terms contained herein. If you object to any of these terms including the arbitration or stipulated damage provisions, you must return the images immediately.

TERMS RELATIVE TO SUBMISSION

- Photographs, transparencies, negatives, illustrations, digital images or any visual depiction (hereafter "images") may be held for 30 days' approval. Unless a longer period is requested and granted by DRK PHOTO in writing, a holding fee of \$10 dollars per week per image will be charged after such 30 day period and up to the time of return.
- Images may not be used in any way, including layouts, sketches, xerography or scanning until submission of and payment of an invoice indicating Recipient's right to do same or indicating the purchase of the image(s) outright, which shall be only on the terms of use hereinafter specified. Projection of any transparency is not permitted. You may not ARCHIVE, REPUBLISH or TRANSMIT images on any DATABASE without DRK PHOTO's prior written consent. You may not remove any image from its cardboard mount. You will be charged a \$200 fee for any removal or damage to the mount without consent.
- Recipient is solely responsible for loss or damage to images delivered to it, from the time of receipt until return to DRK PHOTO. Recipient shall be responsible for the safe delivery and return of images to DRK PHOTO and shall indemnity DRK PHOTO against any loss or damage to images in transit or while in possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the images so delivered being returned to DRK PHOTO in the same condition as delivered. Duplicate transparencies, internegatives, digital files and copy prints will not be accepted in exchange for a lost or damaged image. Recipient assumes an insurer's liability herein for the safe and undamaged return of the images to DRK PHOTO. Such images are to be returned by bonded messenger or by registered mail (return receipt requested), prepaid and fully insured, with description of contents enclosed.
- The monetary damage for loss or damage of an original color transparency or image shall be determined by the value of each individual image. Recipient agrees nowever, that the reasonable value of such lost or damaged transparency shall be two thousand (\$2.000) dollars, that a lost or damaged black-and-white print is two hundred (\$200) dollars and a duplicate transparency is two hundred (\$200) dollars. DRK PHOTO agrees to the delivery of the goods herein only upon the express covenant and understanding by Recipient that the terms contained in this Paragraph are material to the Agreement. Recipient assumes all responsibility for its employees, agents, assigns, messengers and freetance researchers for the loss, damage or misuse of the images.

TERMS AS TO USE

- Unless otherwise specifically stated, images remain the property of DRK PHOTO or the particular photographers. Upon submission of and payment of an invoice to DRK PHOTO a license is only granted to use the images for the use specified on the invoice and for no other purpose, unless such images are purchased outright. Such use is granted for the United States only, and only for a one-year period, unless otherwise specified. Recipient does not acquire any right, title or interest in or to any image, including, without limitation, any electronic reproduction or promotional rights, and will not make, authorize or permit any use of the particular image(s), plates(s) or digital files made there from other than as specified herein. Full credit and copyright information must remain with the image. Any authorized duplicate must be returned to DRK PHOTO after use. Used images are to be returned within three months after date of invoice, except in cases of outright purchase. Recipient agrees to pay, as reasonable charges, the sum of ten (\$10) dollars per week per image after such three-month period to date of return. If an image is not returned by six months after the invoice date, holding fees will cease to accrue and at that time will become fixed and the image(s) will be deemed to be lost and liquidated damage provisions shall govern.
- If Recipient desires to re-use an image or extend previous usage, then Recipient must request and pay for additional rights prior to publication. You agree not to make, authorize or permit any use of an image or its derivative (use of an image as a source to create another image) except as authorized by the invoice. In the event you use an image for any use other than that indicated on the invoice, including but not limited to the number of uses, the publication using, or the size of reproduction, DRK PHOTO agrees to forego its rights to sue for copyright infringement and breach of contract if you pay, as liquidated damages, a sum equal to ten (10) times the maximum price we would have charged for such use, within 10 (ten) days of us billing such fee. This is not a penalty but an agreed fair use charge. If you fail to make such payment in ten (10) days, we shall have the right to sue for copyright infringement and breach of contract. No model releases or other releases exist on any images unless DRK PHOTO specifies the existence of such release in writing. Recipient shall indemnity DRK PHOTO against all claims arising out of the use of any images where the existence of such release has not been specified in writing by DRK PHOTO. In any event, the limit of liability of DRK PHOTO shall be the sum paid to it per the invoice for the use of the particular image involved. User will hold DRK PHOTO harmless from all claims for the use of the images, including defamatory use. DRK PHOTO gives no right or warranties with respect to the use of names, trademark, logo types, registered or copyrighted designs or works of art depicted in any image, and the client must satisfy himself that all necessary rights, consents or permissions as may be required for reproduction are secured.
- Digital files are provided "as is", DRK PHOTO makes no representation or warranty, either express or implied, including but not limited to any implied warranties of merchantability, litness for any particular purpose, noninfringement, quality of image, or compatibility with any computer hardware or other equipment, operating system or software program. You may have additional rights under some state laws.
- Unless otherwise specified in writing by DRK PHOTO, "exclusive" reproduction rights shall mean exclusive to the specific image as DRK PHOTO can control within the confines of it's own operations. DRK PHOTO is not responsible for any licensing of the same image(s) by other parties.
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Case 1:11-cv-05454-KPF-JCF Document 75-3 Filed 06/28/13 Page 16 of 18

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9243

131	Felicia Ruocco, Administrative Assistant
5	John Wiley & Sons
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11.	
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Date P.O. No.

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- images may not be used in any way, including layouts, sketches, xeography or scanning until submission of and payment of an involce industring Recipient's right to the same or indicating the purchase of the image(s) puright, which shall be only on the terms of use hereinafter specified. Projection of any transparency is not permitted. You may not ARCHIVE, REPUBLISH or TRANSMIT images on any DATABASE without DRK PHOTO's prior written consent. You may not remove any image from its cardiocast mount. You will be charged a \$250 fee for any removal or duringle to the resent without consent.
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DRK PHOTO

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To: Sheena Goldstein, Admin. Assistant
John Wiley & Sons
111 River Street
Hoboken, NJ 07030

Sheena Goldstein, Admin, Assistant

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